

COMPREHENSIVE MASTER CONTRACT

BETWEEN

YOUTH EMERGENCY SERVICES CENTER

AND

LOCAL 1741 AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES,
IOWA COUNCIL 61, YOUTH EMERGENCY
SERVICES CENTER EMPLOYEES



July 1, 2005 to June 30, 2009

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ARTICLE I
Definitions

Section 1 Full-Time Employees

A regular full-time employee is an employee who works forty (40) hours per week year round.

Section 2 Part-Time Employee

A regular part-time employee is an employee who works less than forty (40) hours per week year round.

Section 3 Temporary Employee

A temporary employee is an employee hired to work for a limited period of time per year. Temporary employees shall not be entitled to any of the benefits of this Agreement. The provisions of this Agreement shall apply to regular employees during their 120 day probationary period.

Section 4 Act

The Iowa Public Employee Relations Act.

Section 5 Board

The members of the Youth Emergency Services Center Board of Directors.

Section 6 Employees

Individuals employed by the Youth Emergency Services Center in the bargaining unit identified in PERB Case No. 4930.

Section 7 Employer

The Youth Emergency Services Center acting through its Board of Directors, Facility Director, or other persons designated by the Board of Directors to act on its behalf.

Section 8 PERB

The Iowa Public Employment Relations Board.

Section 9 Union

The American Federation of State, County and Municipal Employees, Iowa Public Employee Council 61, AFL-CIO, and its appropriate affiliated local.

Section 5 Discrimination

The parties agree that their respective policies consistent with the Code Of Iowa will not violate the rights or discriminate against any employee covered by this Agreement because of age, race, religion, sex, creed, color, national origin or disability. If an employee files a discrimination complaint with a governmental agency, then the Employer shall not be required to process a grievance related to such complaint.

ARTICLE III Dues Deduction

Section 1 Deduction Authorized

In accordance with the provisions of this Article, the Employer shall deduct certified regular monthly Union dues and fees from the pay of each employee, provided that at the time of such deduction the Employer has in its possession a written authorization executed by the employee on the form provided by the Union.

Section 2 Effective Date

The effective date of the written authorization shall be the first day of the payroll period immediately following receipt of the form provided by the Union.

Such orders shall be terminable with written notice to the Employer and the Union either between June 15th and June 30th of the third or last year of each contract or within a two-week period following the anniversary date of the Employee's authorization to withhold dues. The Employer agrees not to hold requests to terminate authorization for payroll dues deduction. Such deductions shall cease within sixty (60) calendar days from receipt of the Employee's notice to terminate dues deduction.

Section 3 Remitting of Dues

Within fifteen (15) days from the pay date of such payroll deductions, the Employer shall remit a list showing the amount of dues withheld and showing the name, address, and Social Security Number of employees paying dues to AFSCME/IOWA Council 61.

Section 4 Indemnification

The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders, or judgments arising out of the operation of this Article.

ARTICLE II
Union Stewards and Union Leave

Section 1 Union Stewards

Employees selected by the Union to act as Union Representatives shall be known as "Stewards". One Steward shall be designated by the Union as the "Chief Steward". The names of the employees so selected (including the alternates designated to act in their absence) and those of other Union representatives authorized to represent employees will be certified in writing to the Employer by the Union. The Union will also certify the names of the members, not to exceed three (3) in number, who will constitute the Union Committee for the purpose of Labor-Management meetings.

Section 2 Union Representatives

The Union shall advise the Employer in writing as to its International Union Representative and/or Council Representative assigned to represent the bargaining unit. Such Union Representative or other person authorized by the Union may visit bargaining unit job sites for the purpose of verifying Employer compliance with this agreement. Representatives shall conduct their activities in such a manner as to not unreasonably interfere with the Employer's operations.

Section 3 Union Leave

Any employee chosen by the Union as a delegate to a labor convention or to participate in a Union seminar shall be granted an unpaid leave of absence to attend the convention or seminar.

Not more than ten (10) working days shall be granted collectively to all employees for Union leave. Not more than one (1) employee shall be granted Union leave at any one time unless the absence of a second employee would not, in the discretion of the Facility Director, adversely affect the operations of the Center. Union leave shall be granted unless to do so would jeopardize the Center's ability to perform its responsibilities.

Section 4 Bulletin Boards

The Union shall be allowed to use a reasonable amount of the space on existing bulletin boards customarily used for posting of information to the employees in the unit.

Section 5 Payment Problems

The Employer shall check off only certified monthly dues and fees for the payroll period involved. If the pay of the employee is insufficient to permit such check-off, such dues and fees shall not be deducted from that pay period. In such event, it shall be the Union's responsibility to collect these dues and fees from the employee.

If the Employer deducts dues and fees pursuant to the provisions of this Agreement and the Employer has made a duplicate payment to the Union directly, it shall be the responsibility of the employee to collect such duplicate payment from the Union.

ARTICLE IV Grievance Procedures

Section 1 Definitions and General Provisions

A "grievance" is a claim that there has been a violation, misinterpretation, or a misapplication of a specific provision of this Agreement.

"Days" means calendar days.

A "grievant" is the employee or group of employees filing the grievance.

A grievance shall contain a statement of the grievance by indicating the issue involved, the relief sought, the date the incident or violation took place, if known, and the specific section or sections of the Agreement involved. The grievance shall be presented to the Facility Director (on forms furnished by the Union) and signed and dated by the Union. The grievance form will state the name of the employee(s) authorizing the filing of the grievance. An aggrieved Employee shall have the right to a Union Representative appointed by the Union at all steps of the grievance procedure.

Any bargaining unit employee shall have the right to meet and adjust his/her individual complaint with the Employer.

The arbitration provisions of this Agreement may only be invoked with the approval of the employee organization and in the case of an employee's grievance only with the approval of the public employee.

The employee and/or steward are encouraged during the fourteen (14) calendar day filing period to discuss and attempt to resolve the grievance prior to writing out the grievance. All grievances must be presented promptly and no later than fourteen (14) calendar days from the date the grievant first became aware of, or should have become aware of with the exercise of reasonable diligence, the cause of the grievance.

Section 2 Procedures

All grievances will be handled in accordance with the following procedures:

Step One: Within fourteen (14) days of receipt of the written grievance from the employee or his/her Union Representative, the Facility Director or designee shall schedule a meeting with the appropriate Union Representative and Grievant and attempt to resolve the grievance. A written answer will be placed on the grievance following the meeting by the Facility Director or designee and returned to the employee and his/her Union Representative within fourteen (14) days from receipt of the written grievance submitted to the Facility Director or designee.

Step Two: If the grievance is not settled in Step One, it may be appealed by the grievant, or his/her Union Representative, to the Board within twenty-one (21) days after the written answer of the Facility Director and/or designee. The Board shall meet with the appropriate Union Representative and Grievant within twenty-one (21) days after the appeal is received by the Board. The Board, the appropriate Union Representative and the Grievant shall meet and attempt to resolve the grievance. The Board shall render a decision to the grievant and his/her Union Representative within fourteen (14) days following the meeting with the Grievant.

Section 3 Appeal to Arbitration

Any grievance not settled to the satisfaction of the Union in Step Two of the grievance procedure may be appealed to arbitration, providing the appeal to arbitration is in writing to the other party. An employee may not appeal to arbitration without the approval of the Union. This appeal must be made within thirty (30) days after the date upon which the Board issued a final answer in the Second Step of the grievance procedure.

Section 4 Arbitration

Within seven (7) days from the date of the receipt of the written request for arbitration, the Employer and the Union shall meet and either mutually agree upon an arbitrator or the Union shall request the Iowa Public Employment Relations Board to submit a list of five (5) arbitrators from which one (1) arbitrator shall be selected to hear and decide the grievance. The Employer and the Union shall meet within seven (7) days from receipt of said list and alternately strike four (4) names from the submitted list, and the person whose name is left shall be the arbitrator, provided however, the Union and the Employer may mutually agree that the list of proposed arbitrators is unacceptable and will there after jointly petition the Iowa Public Employment Relations Board for a new list of five (5) arbitrators. The party making the first strike shall be determined by a flip of a coin.

The arbitrator shall conduct a hearing on the grievance within a reasonable time and shall be empowered to rule on all disputes. However, he shall have no power to change or amend the terms, conditions or applications of this agreement or any other agreement made supplementary hereto. Unless otherwise agreed to by the Employer and the Union, the decision of the arbitrator and the findings upon which it is based shall be in writing and the copies thereof presented to each party within thirty (30) days from the date the hearing terminates.

Where two (2) or more grievances are appealed to arbitration, an effort will be made by the parties to agree upon the grievances to be heard by any one arbitrator. On the grievances where agreement is not reached, a separate arbitrator shall be appointed for each grievance. The cost of the arbitrator and expenses of the hearing will be shared equally by the parties; however, the costs of transcripts shall be borne by the requesting party without having to furnish a copy to the other party unless the parties mutually agree to share the entire cost. Each of the parties shall bear the cost of their own witnesses, including any lost wages that may be incurred. The arbitrator shall only have authority to determine the compliance with the provisions of this Agreement. The arbitrator shall not have jurisdiction or authority to add to, amend, modify, nullify, or ignore in any way the provisions of this Agreement and shall not make any award which in effect would grant the Union or the Employer any matters which were not obtained in the negotiation process.

The decision of the arbitrator shall be final and binding on both parties of this Agreement provided such decision does not exceed the arbitrator's jurisdiction or authority as set forth above.

Section 5 Time Limits

Grievances not appealed within the designated time limits in any step of the grievance procedure will be considered as having been adjudicated on the basis of the last preceding Employer answer. Grievances not answered by the Employer within the designated time limits in any step of the grievance procedure will be considered as having been denied and the grievance will be automatically appealed to the next step. In order to be considered timely, grievances which are appealed to arbitration via the Board must be scheduled for hearing no later than 120 days from the date the grievance was appealed to arbitration.

The Union must make a written request for an Arbitration Hearing within the above mentioned 120 days or the grievance will be considered denied. Authority to schedule a hearing rests with the arbitrator should the parties disagree. The parties may, however, mutually agree in writing to extend the time limits in any step of the grievance procedure.

In the event the U.S. mail is used, the mailing of the grievance or response thereto shall be considered timely if postmarked within the time limits.

Section 6 Exclusive Procedure

The grievance procedure set out above shall be exclusive and shall replace any other grievance procedure for adjustment of any disputes arising from the application and interpretation of this Agreement.

Section 7 Exclusion of Grievant

An aggrieved employee is entitled to be present at all steps of the grievance procedure. Should the employee be excused by either party, the grievance shall be processed in the absence of the aggrieved employee and the Union will be allowed one (1) representative in pay status, if working.

Section 8 Processing Grievances

If the employee's Supervisor and the Union Representative's Supervisor agree, grievances may be, but are not required to be, processed during regular working hours without loss of pay.

Processing grievances shall be defined as investigating grievances, filing grievances, and attending any step 1 or 2 meetings regarding grievances. However, only one (1) local Union grievance representative will be in pay status for any one grievance. Whenever possible the Union representatives will provide twenty-four (24) hours notice to their supervisor. Further, in a group grievance, only one (1) of the grievants shall be in pay status as spokesperson for the group. (Group grievances are defined as, and limited to, those grievances which cover more than one employee, and which involve like circumstances and facts for the grievants involved.) The Employer is not responsible for any compensation of employees or Union representatives for time spent processing grievances outside their regularly scheduled hours of employment.

Notwithstanding the foregoing provisions of this Section, the Employer agrees to conduct all grievance meetings involving second or third shift employees either during the shift or at a time which is contiguous to the employee's shift. The Employer is not responsible for any compensation of second or third shift employees for such grievance meetings unless the Employer specifically requests or if the parties mutually agree that the grievant attend the hearing in which case the grievant shall be compensated for the actual time spent in such hearing at their regular hourly rate and shall not be counted as hours worked for purposes of computing overtime.

Section 9 Retroactivity

Settlement of grievance may or may not be retroactive as the equities of particular cases may demand. In any case, where it is determined that the award should be applied retroactively, the maximum period of retroactivity allowed shall be a date not earlier than twenty-four (24) days prior to the date of initiation of the written grievance in Step One.

Section 10 Number of Stewards

For information purposes only, the Union shall provide the Facility Director of the Youth Emergency Services Center with a written list setting forth the names of the Stewards.

The Employer shall supply the local Union with a list of supervisors to contact on grievance matters.

ARTICLE V
Seniority

Section 1 Definition of Seniority

Seniority is defined as an employee's length of continuous service with the Center, since their date of hire. Any length of service in a temporary position shall be included in the computation of seniority if the employment was contiguous to the appointment to a permanent position.

In the event two (2) employees have the same original date of employment, seniority of one as against the other shall be determined by the last four (4) digits of the social security number with the employee having the lower last four (4) digits of the social security number being considered as having the greater seniority.

Section 2 Seniority Records

The seniority records for employees shall be maintained by the Employer, shall be provided to the Union, and shall be updated annually. A similar list will be placed on the Center bulletin board where bargaining unit personnel are employed. Objections to the list may be filed as a grievance, and corrections will be made appropriately.

Section 3 Termination of Seniority

An employee shall lose seniority and the employment relationship shall be terminated in the following cases: (a) employee quits; (b) employee is discharged; (c) employee fails to report to work at the end of leave of absence; or (d) employee retires. Provided further that layoff of one (1) year or less, any suspension for disciplinary purposes, absence on authorized leave with or without pay and absence while receiving temporary total disability benefits under the Iowa Worker's Compensation Act, not to exceed one year, shall not constitute a break or interruption in service within the meaning of this Article.

Section 4 Probationary Period

For purposes of this contract the probationary period for new employees shall be six (6) months. At the discretion of the Director, the initial probationary period may be extended by an additional six (6) months.

ARTICLE VI
Staff Reduction Procedures

Section 1 Classification

For purposes of staff reduction, employees shall be classified as full-time or part-time.

Section 2 Layoff Procedures

If the Director decides to lay employees off, probationary employees shall be laid off first. If any additional layoffs are required, employees in the affected classification shall be laid off in order of seniority with the least senior employee being laid off first.

Section 3 Recall Procedure

Laid off employees shall advise the Employer of their current addresses during layoff. If the Employer desires to recall employees, such employees shall be recalled in the inverse order of layoff. Laid off employees shall have recall rights for one (1) year from the effective date of their layoff.

Employees shall be entitled to be recalled to a vacancy in the position in which they were employed at the time of layoff and to any position in which they have previously been employed, provided they meet the minimum requirements as specified in the job description to perform the work in that position.

A copy of all vacancies posted during an employee's recall rights period shall be mailed to him/her by the Facility Director by ordinary mail to the employee's address on file in the office of the Facility Director.

The Employer shall notify an employee of his/her recall in writing by certified mail to the employee's address on file in the office of the Facility Director. An employee's failure to report to work within ten (10) calendar days, excluding Saturdays, Sundays, and holidays, after receipt of the recall letter shall result in the termination of the employee's recall rights.

Each employee will only be entitled to be recalled one time.

ARTICLE VII
Transfer Procedures

Section 1 Definitions

"Transfer" means the movement of an employee within or between job classifications.

"Vacancy" means a newly created job or a permanent position that has been vacated.

"Center" means the Youth Emergency Services Center.

Section 2 Transfer Procedures

The Employer shall post all openings for a period of seven (7) work days from the date of the announcement to allow interested employees to file a written request to be included in the group of applicants to be considered for that vacancy. At the close of the seven (7) work day-posting period, the Employer will review those requests from any employee. The Director shall have the discretion to fill the position either with an individual from outside the bargaining unit or with an employee in the bargaining unit.

Section 3 Promotions

An employee promoted from the bargaining unit shall retain but shall not continue to accrue seniority.

Section 4 Temporary Transfer Procedures

The Employer shall have the right to temporarily transfer employees from one job to another when deemed necessary. The employee transferred will be the employee who has the least seniority. Such temporary transfers shall not exceed thirty (30) calendar days. This thirty (30) day limitation does not apply when such transfer is made to replace an employee on an extended leave of absence. If the temporarily transfer-red employee is performing the duties of the position with a higher rate of pay than his/her permanent position, the employee will be paid at the higher rate of pay (for the Facility Director's position, the rate paid will be the lowest pay rate provided to employees in the pay range to which the Facility Director's position is assigned). The employee shall be notified in writing as to a transfer effected in conformance with the provisions of this section. Notification shall include the title and the rate of pay of the job to which temporarily transferred.

ARTICLE VIII

Hours of Work

Section 1 Daily Hours

This Article is intended to define the normal hours of work per day. Fluctuating or flexible work schedules may be allowed where there is mutual agreement between the employee and the Facility Director.

The regular work day for full-time employees shall consist of eight (8) hours or ten (10) hours inclusive of the meal period. The regular work day for part-time employees shall be determined by the Facility Director. The regular work week for full-time employees shall consist of forty (40) hours in a seven day period. The work days shall be eight (8) or ten (10) consecutive hours of work beginning at either 7:00 A.M. and ending at 3:00 P.M.; 3:00 P.M. and ending at 11:00 P.M.; or 11:00 P.M. and ending at 7:00 A.M.; or modified to fit a ten (10) hour schedule; with a one-half (1/2) hour paid lunch. Work schedules shall be fixed and not rotating schedules.

Part-time employees shall be scheduled for extra hours on a rotating basis, in order of seniority.

Section 2 Change in Hours

Daily and weekly work schedules may be changed by the Facility Director from time to time to meet the Center's requirements. Employees shall be required to work the hours scheduled by the Facility Director, including all hours scheduled during any emergency or emergency situation. The existence of emergencies and emergency situations shall be determined by the Facility Director.

The Employer shall provide fourteen (14) calendar days written notice to affected employees prior to making permanent changes in work schedules. At the time that an employee's schedule is changed, the Employer will make a reasonable effort to notify the affected employee of the schedule change. Temporary work schedule changes shall not be made for the purpose of avoiding overtime.

The hours of full-time or part-time employees will not be reduced for the sole purpose of eliminating full-time or part-time benefits. This provision shall not affect the order or procedures for reduction of staff.

Section 3 Work Week

The work week shall start at 7:00 A.M. on Saturday and shall end at 6:59 A.M. on the following Saturday.

Section 4 Pay Period

Pay periods shall consist of fourteen (14) calendar days.

Section 5 Rest Periods

Provided the requirements of the job permit, each employee scheduled to work for eight (8) hours in one (1) day shall receive a fifteen (15) minute rest period during each half-shift.

ARTICLE IX

Overtime

Section 1 Definition

Work performed by all employees in excess of forty (40) hours in any week shall be overtime hours.

Section 2 Computation of Overtime

Holidays, paid sick leave days, compensatory time and vacation days shall be counted as days worked in computing overtime. All other days on which an employee does not work shall not be counted as days worked in computing overtime.

Section 3 Approval of Overtime

No employee shall be compensated for overtime work unless such work has been approved by the Facility Director.

Section 4 Overtime Pay and Compensatory Time

Unless the employee and the Facility Director agree that overtime hours will be compensated with time off, overtime hours shall be compensated in cash.

If overtime hours are compensated in cash, payment shall be made in accordance with Section 7 of the Fair Labor Standards Act.

If overtime hours are compensated with time off, compensatory time shall be provided at a rate of one and one-half (1 1/2) hours for each hour of overtime employment. Compensatory time may be accumulated to a maximum of 240 hours. If compensation is paid to an employee for accrued compensatory time off, such compensation shall be paid at the regular rate earned by the employee at the time the employee receives the compensation. Accrued compensatory time off not used by June 10 shall be paid for in cash prior to July 1. Employees will be paid in cash for accrued compensatory time prior to transfer to a higher paying position.

Upon termination of employment, employees who have accrued compensatory time, shall be paid for unused compensatory time at a rate of compensation not less than:

- A. the average regular rate received by the employee during the last three years of the individual's employment, or
- B. the final regular rate received by the employee, whichever is higher.

Employees who have accrued compensatory time off, may request the use of compensatory time and shall be permitted to use such time within a reasonable period after making the request if the use of compensatory time does not unduly disrupt the operations of the Center.

Section 5 Distribution of Overtime

Where overtime is approved, it shall be distributed equitably among employees in the same job classification with the understanding that nothing contained in this section shall prohibit the Employer from assigning overtime on a given job to an employee already assigned to that specific task.

Section 6 Call-Back Pay

Employees called back to work outside their normal workday shall be paid a minimum of two (2) hours at time and one-half and may be required to work up to two (2) hours.

Section 7 Staff Meetings

Employees shall be paid a minimum of one (1) hour pay at the employee's regular hourly rate of pay for attendance at YES Center Staff Meetings. The time spent in these YES Center Staff Meetings shall count as time worked for the purposes of computing overtime payments.

ARTICLE X Wages and Insurance

Section 1 Advancement on the Salary Schedule

Employees shall be advanced on the salary schedule as follows:

<u>Completed Months of Service</u>	<u>Step Placement</u>
12	Step 1 to Step 2
24	Step 2 to Step 3
48	Step 3 to Step 4
72	Step 4 to Step 5
96	Step 5 to Step 6

Effective April 1, 2007 the Employees shall be advanced on the salary schedule as follows:

<u>Completed Months of Service</u>	<u>Step Placement</u>
12	Step 1 to Step 2
24	Step 2 to Step 3
48	Step 3 to Step 4
72	Step 4 to Step 5
96	Step 5 to Step 6
192	Step 6 to Step 7

Section 2 Paydays

Employees shall be paid every other week and shall receive their paycheck on the Monday following the close of the pay period.

Section 3 Health Insurance

The Employer will pay the full premium for health insurance for each regular full-time employee and his/her dependents.

The Employer reserves the right to change insurance carriers; however, the benefit levels provided to employees for the duration of this agreement shall be comparable to the benefits enjoyed by employees on or about January 1, 2005.

A Two Hundred and Fifty Dollar (\$250.00) insurance reimbursement per month will be paid with the last check of the month. This will be paid to regular full-time employees not carrying any Health Insurance coverage. (This paragraph is subject to approval of Wellmark).

Section 4 Life Insurance

The Employer will also pay the full premium for a policy of group life insurance for each regular full-time employee. The face amount of the policy will be \$ 10,000.00.

ARTICLE XI

Holidays

Section 1 Holidays Recognized

Regular full-time employees will be paid for the following holidays:

- New Year's Day (January 1)
- Memorial Day (last Monday in May)
- Independence Day (July 4)
- Labor Day (first Monday in September)
- Thanksgiving Day (fourth Thursday in November)
- Day after Thanksgiving
- Christmas Day (December 25)
- Three Personal Holidays

Section 2 Observance of Holidays

Monday shall be recognized as a holiday for all holidays occurring on a Sunday and Friday for all holidays occurring on a Saturday for those employees on a Monday through Friday work week. For other than these employees, the holiday shall be deemed to fall on the day on which the holiday occurs.

Section 3 Eligibility for Holiday Pay

In order to be eligible for receiving holiday pay, an employee must be in pay status on the last scheduled work day before the holiday and on the first scheduled work day after the holiday. No employee who has been laid off, or discharged, or who is under suspension, will be eligible for holiday pay.

Section 4 Pay for Holidays

For holidays which fall on a regularly scheduled non-working day, regular full-time employees eligible for holiday pay shall receive as holiday pay their normal rate of pay at straight time up to a maximum of eight (8) hours for any one holiday.

Section 5 Holiday Premium Pay

When a regular full-time employee is required by the Employer to work on a holiday listed in Section 1, the employee shall be paid at the rate of two and one-half (2 1/2) times the employee's regular rate. If the Director and the employee agree, the employee may receive up to a maximum of eight (8) hours of compensation as eight (8) hours of compensatory time instead of cash. Compensatory time shall be accumulated and used in accordance with Section 4 of the Overtime Article.

Section 6 Holidays During Vacations

If an observed holiday falls during an employee's vacation period, such observed holiday shall not be charged against the employee's vacation leave.

Section 7 Personal Holiday Use

Personal holidays will be scheduled by mutual agreement between the employee and the Facility Director. Requests for scheduling of a personal holiday on a day designated for religious observation (Yom Kippur, etc.) shall not be unreasonable denied. Personal holidays shall not be carried over from contract year to contract year, nor shall they be granted, if unused, to any employee upon retirement, termination or discharge. An employee shall not be granted a personal holiday during the first six (6) months of his/her employment. No employee will be permitted to work his/her personal holiday.

In the initial year of employment, the personal day shall be granted based upon the date of employment. Each employee, who is hired between July 1 and September 30 of the applicable contract year shall be authorized three (3) personal days. Employees hired between October 1 and December 31 of the applicable contract year shall be authorized two (2) personal days. Employees hired between January 1 and March 31 of the applicable contract year shall be authorized one (1) personal days. Employees hired after March 31 of the applicable contract year shall be authorized no personal days. After their initial year of employment, each employee shall be authorized three (3) personal days.

Section 8 Part-Time Employees

Regular part-time employees shall not be eligible for Pay for Holidays (Section 4) but shall be paid at the rate of one and one-half (1 1/2) times the employee's regular rate for all hours worked on a holiday. Part-time employees shall be scheduled to work on a holiday on a rotating basis, in order of seniority.

ARTICLE XII

Vacations

Section 1 Vacation Benefits - Full-Time Employees

Individuals employed prior to July 1, 1994, shall receive vacation benefits in accordance with the following schedule:

<u>Years of Completed Service</u>	<u>Number of Vacation Days</u>
1-2	5
3-4	10
5-9	15
10 or more	20

Individuals employed on or after July 1, 1994, shall receive vacation benefits in accordance with the following schedule:

<u>Years of Completed Service</u>	<u>Number of Vacation Days</u>
1- 2	5
3- 7	10
8-14	15
15 or more	20

Vacation benefits accrue on an employment anniversary date basis, and no vacation may be taken before the employee's first employment anniversary date.

Section 2 Vacation Benefits - Part-Time Employees

Regular part-time employees who work an average of twenty-four (24) hours or more per week will cam vacation benefits in accordance with the following schedule:

For individuals employed prior to July 1, 1994:

<u>Years of Completed Service</u>	<u>Hourly Credit</u>
1- 2	.01923
3- 4	.03847
5- 9	.05770
10 or more	.07693

For individuals employed on or after July 1, 1994:

<u>Years of Completed Service</u>	<u>Hourly Credit</u>
1- 2	.01923
3- 7	.03847
8-14	.05770
15 or more	.07693

No more than 40 hours per week shall be counted for purposes of determining vacation benefits.

Section 3 Vacation Pay

Employees will receive their regular rate of pay for all hours of vacation leave. No employee will be entitled to vacation pay in lieu of vacation leave. No vacation pay will be paid to employees who do not complete at least one year of service to the Facility.

Section 4 Carryover

Employees may carryover up to a maximum of five (5) vacation days from anniversary year to anniversary year.

Section 5 Scheduling

Scheduling of vacations will be subject to the approval of the Director and the operational needs of the Facility. Consideration will be given to the employee's preference, and in the case of a conflict in employees' vacation selection, the employee who made the request to use vacation at the earliest time will be given preference (i.e. first come, first served).

Section 6 Payment Upon Termination

If an employee has completed more than one year of continuous employment and desires to take a vacation after giving notice of termination, it must be taken prior to (or on) the date of termination.

ARTICLE XIII Leaves of Absence

Section 1 Sick Leave

A. Uses of Sick Leave

Sick leave will be used for personal illness or injury or for medical or dental appointments which cannot be deferred until after working hours. Up to five (5) days of sick leave per year may be used for the illness or injury or medical appointment of an employee's dependent child who lives with the employee and whose illness or injury requires the employee's personal care and attention.

B. Rate of Accumulation

Regular full-time employees will earn one day of sick leave for each month of completed service. Regular part-time employees who work an average of twenty-four (24) hours or more per week will earn sick leave on a pro-rated basis.

C. Maximum Accumulation

Employees may accumulate unused sick leave to a maximum of one hundred (100) days.

D. Limitations upon Accumulation

Employees will not earn sick leave during periods when they are absent due to layoff or when they are on a leave of absence for thirty (30) days or more.

E. Physician's Statement

The Facility may require a physician's statement for any absence due to illness or injury and also may require a physician's statement verifying the employee's ability to perform the work required. The decision to require a physician's statement will be made by the Director.

It is not the Employer's intent nor will the above language be construed in such a way as to constitute harassment of employees. This language is intended as a vehicle by which the Employer may scrutinize habitual sick leave usage or in those cases where sick leave abuse is suspected.

F. Notice to Facility

To be eligible for sick leave payment, employees shall notify the on-call person as soon as possible, but, in any event, at least one hour prior to the starting time of the employee's workday. Employees are required to explain the reason for their absence and the date on which they intend to return to work. If there is any change in the date on which an employee intends to return to work, the employee will notify the Director of the change as soon as possible.

Section 2 Pre-determined Temporary Disability

- A. Except as hereafter modified all policies, rules, and regulations, applicable to employees who are granted sick leave shall be applicable to employees applying for predetermined temporary disability leave. Sick leave, to the extent of an employee's accumulated earned sick leave, shall be paid only during the time of medical confinement which shall be the time medically indicated for termination and recommencement of duties.
- B. An employee shall notify the Facility Director as soon as the necessity for taking sick leave becomes known to the employee.
- C. Following a pre-determined temporary disability leave the employee shall furnish a statement from his/her physician setting forth the date that he/she became incapacitated due to personal illness and unable to perform his/her normal duties, and the date that such incapacity terminated. Sick leave benefits, to the extent of accumulated sick leave carried, shall be paid only for such period of incapacity.
- D. The determination of whether and/or when the employee is capable of returning to work following the pre-determined temporary disability shall be made in consultation with the employee, the Facility Director and the employee's physician, and may also be in consultation with a physician of the Employees own choosing.

Section 3 Work-Related Injuries

To the extent it is available, sick leave may be used for an on-the-job injury or disability. When workers compensation is received, the employee shall have the option of being paid the difference between the amount of workers compensation and the employee's regular salary. Payments shall be made concurrently with regular pay periods. Only the amount paid by the employer shall be deducted from sick leave credit. The amount of money paid divided by the employee's hourly rate of pay shall determine the number of sick leave hours used. When an employee is on workers compensation, the employee shall continue to accrue all fringe benefits contained in this agreement.

Section 4 Jury Duty and Court Appearance

Employees shall be granted a paid leave of absence for assigned work time lost when called to serve on jury duty. Regular part-time employees shall be provided jury leave only on days on which they are scheduled to work. Such employees shall be paid their straight time hourly rate for all lost time up to forty (40) hours per week. An employee who is scheduled to work the 11 p.m. to 7 a.m. shift, shall be given that shift off so the employee can sleep prior to jury duty the next day. An employee shall submit certification of jury service to the Employer, and shall assign to the Employer that part of all remuneration received for jury service which can reasonably be described as duplicate compensation. When released from jury duty during working hours, the employee shall report to work within one (1) hour, unless less than an hour remains in the working day.

Section 5 Funeral Leave

A leave with pay of up to three (3) consecutive work days per occurrence will be granted to an employee in case of a death of the employee's spouse, child, step-child, foster child, parent, step-parent, foster parent, brother, or sister. A leave with pay of one (1) work day per occurrence will be granted to an employee in case of a death of the employee's grandparent or grandchild. Regular part-time employees will be granted funeral leave if the need for the leave requires their absence on a day on which they are scheduled to work. The period of funeral leave must include or encompass the day of the funeral, and the employee must attend the funeral in order to receive funeral leave. Funeral leave days used must be taken within seven (7) calendar days of the first day on which leave is used. No payment for funeral leave will be made during vacation, holidays, lay-offs, or any leave of absence.

Section 6 Military Leave

Employees shall be granted military leave in accordance with Iowa Code Section 29A.28.

Section 7 Extended Leaves

A. Duration

In the discretion of the Facility Director an employee may be granted an extended leave of absence without pay not to exceed ninety (90) calendar days. The employer may grant a ninety (90) calendar day extension at the sole discretion of the Employer.

B. Application

Application for such a leave of absence must be made in writing to the Facility Director not less than thirty (30) calendar days, whenever possible, before the beginning date of the leave, setting forth in writing the length of leave desired and the reasons therefor. The Facility Director shall respond to the request within fourteen (14) calendar days after the request is received.

C. Benefits During Leave

No vacation time, sick leave, seniority, or other benefits contained in this Agreement shall accrue during the time an employee is on a leave of absence without pay exceeding thirty (30) calendar days. Employees will be responsible for the payment of all insurance premiums during a leave of absence without pay exceeding thirty (30) calendar days.

D. Return Rights

Employees returning from an extended leave of absence shall return to the job classification in which they worked prior to commencing the leave. Failure to return from an extended leave of absence shall be considered by the Facility to be a voluntary resignation.

ARTICLE XIV

Miscellaneous Provisions

Section 1 Performance Evaluations

A. Required Evaluations

Employees will be evaluated by the Employer at such frequency as the Employer may determine, but not less than annually. Evaluations concerning an employee's initial year of employment shall not be subject to the grievance procedure. After the initial year of employment, evaluations which result in a rating of "unsatisfactory" overall shall be subject to the grievance procedure. The evaluation will be sustained unless the employee establishes that it is arbitrary, capricious or without basis in fact.

B. Evaluation Conference

A conference regarding the evaluation shall be held between the employee and the Facility Director, or designee, following the completion of the written evaluation. A copy signed by both parties shall be given to the employee.

C. Employee Response

All evaluation reports will be placed in the employee's official personnel file, and the employee will be furnished with a copy of all reports. The employee has the right to respond in writing to his performance evaluation, and such response shall become part of the evaluation report.

Section 2 Personnel Records

Employees or their designee shall be permitted to review their official personnel folder. Copies of material in the employee's personnel file shall be provided the employee on request. The employee shall have the right to respond in writing to any item in his/her personnel file, with said response becoming part of the file.

When any adverse material relating to an employee's conduct, including oral and written reprimands, is placed in that employee's file, it shall be signed by that employee or the employee's refusal to sign shall be noted on the document, and the employee shall receive a copy of the material prior to its placement in the file. The signature of the employee only indicates acknowledgment that the employee has received a copy of the material and does not indicate the employee's agreement with the contents of the documents.

Section 3 Labor-Management Committee

A committee comprised of two (2) representatives of the Union and two (2) representatives of the Employer shall meet at mutually agreeable times to discuss procedures for avoiding future grievances, to review policies and work rules affecting bargaining unit employees, and to submit recommendations concerning health and safety practices in the Center. In addition, the committee may discuss other issues which would improve the relationship between the parties. It is understood that the committee may not take any action which is final and binding upon the parties.

ARTICLE XV
Health and Safety

Section 1 Health Matters

Upon initial employment all employees shall provide satisfactory medical evidence of physical fitness to perform assigned duties. Required medical examinations shall be at the expense of the Employer.

Section 2 Safety Matters

The Employer agrees to comply with occupational safety and health standards and regulations as adopted by the Iowa Occupational Safety and Health Administration, U.S. Department of Labor, as well as by all state and local agencies.

Section 3 Protective Clothing

The Employer shall furnish protective clothing and equipment in accordance with the applicable state and federal regulations.

ARTICLE XVI
No Strike or Lockout

The Union recognizes its statutory obligations and responsibility to avoid and avert a strike. Therefore, for the duration of this Agreement, the Union agrees that neither it, its officers, agents, representatives or members, individually or collectively, directly or indirectly, will induce, instigate, encourage, authorize, ratify, or participate in a strike against the Employer.

The Union recognizes that in the event of a work stoppage, the Union has an obligation and a duty to urge any and all employees who may be involved in such activity to return to work immediately and to refrain from such work stoppage. The Union will make public statements in the mass media urging employees to immediately return to work.

The Employer has the right to take any other action pursuant to Iowa Code Section 20.12.

No lockout of employees shall be instituted by the Employer during the terms of this Agreement.

Section 2 Signature Clause

The parties have agreed to the terms set out above and, therefore, have directed their representatives to sign this Agreement on their behalf on this ____ day of _____, 2005.

Youth Emergency Services Center

American Federation of State,
County and Municipal Employees
Iowa Council 61

By: _____

, Chairman

By: _____

Danny J. Homan
AFSCME Council 61

By: _____

Mike Galloway
Chief Negotiator

By: _____

Randy Eaton
Bargaining Team

ARTICLE XVII

General

Separability and Savings

Should any Article or Section of this Agreement be found invalid, unlawful, or not enforceable by reason of any existing or subsequently enacted legislation or by final judicial decision, the remaining Articles and Sections shall continue in full force and effect for the duration of the Agreement. The parties will promptly meet for the purpose of negotiating an appropriate replacement for the offending Article or Section.

In the event the parties fail to agree on provisions for substitute within fifteen (15) days following the start of negotiations, the parties shall request a list of five (5) arbitrators from the Public Employment Relations Board. The first strike shall be decided by a coin toss and the parties shall alternately strike until there is one name remaining who shall become the arbitrator. Either party may request a second list of arbitrators from the Public Employment Relations Board if they so desire. The arbitrator shall decide between the management's and Union's final offer as to which is the most appropriate substitute.

The decisions of the arbitrator shall be final and binding on both parties.

ARTICLE XVIII

Duration and Signature Clause

Section 1 Duration

This Agreement will be effective July 1, 2005, and will continue through June 30, 2009. If either state or federal legislation relating to participation in a plan of national, state, or regional health care is passed prior to the expiration of this Agreement, and if such legislation would affect the insurance benefits provided under the terms of this Agreement, then the parties agree that they will reopen negotiations with regard to Article X, Section 1, and Article X, Section 4.

APPENDIX A
SALARY SCHEDULE
2005-2009

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
7/1/05	\$11.71	\$12.03	\$12.34	\$13.31	\$13.93	\$14.55
7/1/06	\$11.94	\$12.27	\$12.59	\$13.58	\$14.21	\$14.84
1/1/07	\$12.06	\$12.39	\$12.72	\$13.72	\$14.35	\$14.99

Effective April 1, 2007, the following Salary Schedule will be in effective:

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>
4/1/07	\$12.33	\$12.82	\$13.33	\$13.86	\$14.41	\$14.99	\$15.29

Upon implementation of the new pay plan, employees shall move to the next highest step on their anniversary date which is closest to their existing hourly rate.

Employees shall receive step increases consistent with the current contract language. The new steps are 4% steps. Step 7 is a 2% step and to attain this step an employee must have 16 years of service with the Employer.

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>
7/1/07	\$12.64	\$13.14	\$13.66	\$14.21	\$14.77	\$15.36	\$15.67
7/1/08	\$13.02	\$13.53	\$14.07	\$14.64	\$15.21	\$15.82	\$16.14

The Salary Schedule set out above applies only to full-time employees.

Part-time employees (employees scheduled to work 24 hours or less per week) shall receive an increase in their wage rate as follows:

7/1/05	An increase of 3.0%
7/1/06	An increase of 2.0%
1/1/07	An increase of 1.0%
7/1/07	An increase of 2.5%
7/1/08	An increase of 3.0%

Part-time employees hired on or after July 1, 2005 shall be paid as follows:

	<u>Step 1</u> 0-12 months	<u>Step 2</u> 13 months and above
7/1/05	\$ 9.64	\$10.14
7/1/06	\$ 9.84	\$10.34
1/1/07	\$ 9.94	\$10.44
7/1/07	\$10.20	\$10.70
7/1/08	\$10.52	\$11.02

Side Letter

The parties agree to the following:

Current employees who are on an advance placement as covered in the 2000-2003 Collective Bargaining Agreement, will move on the Salary Schedule by the number of months between steps (i.e. 24 months).